

### REQUEST FOR QUOTATION

RFQ# HQ854281

Quotations are due by 3:00 P.M., Local Time January 8, 2008

### ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams Phoenix, AZ 85007 Phone: (602) 542-1040 Fax: (602) 542-1741

Date: December 28, 2007

### **VENDOR NOTICE**

### THIS IS NOT A PURCHASE ORDER

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	740 West							•			542-1741	
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P	hoenix, A	Z 85007										
Item	Description					Charge per item						
1	Laboratory Screening, per test					\$						
2	Confirmatory Testing, per test					\$						
						N/A						
						\$						
						Total: \$						
		THIS SI	ECTION MU	ST BE COM	<b>IPLET</b>	ED BY V	ENDOR	•				
Payment Terr	ns:											
Company Nar	ne Address			City		tate	Zip	Phone	F	Fax No.		
. ,							Code	No.				
				•	•		•		•			
Signature Date					Typed Name and Title							
Procurement Officer:				ı	Date:							

### SPECIAL INSTRUCTIONS TO OFFERORS REQUEST FOR QUOTATION # HQ854281

- 1. **SUBMISSION:** Quotations shall be signed by the Offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
- 2. **INQUIRIES:** All inquiries must be submitted in writing to the Solicitation contact person, and within two (2) days before the Offer due date and time to allow sufficient time for question review and response.
- 3. **IDENTIFICATION**: Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this contract.
- 4. **OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
- 5. **STANDARD PROVISIONS:** The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the ADHS Procurement Office or may be viewed at Arizona Department of Administration webpage at http://www.azdoa.gov/.
- 6. TAXES: The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax.
- 7. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
- ERASURE: Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.
- 9. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.
- 10. **EVALUATION**: Award shall be made based on the lowest price, and the responsible and responsive bidder whose bid conforms in all material respect to the requirements set forth in the request for quotation, and is determined to be the most advantageous to the State.
- 11. **PAYMENT:** The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a potion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
- 12. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office. They may be viewed at Arizona Department of Administration webpage at http://www.azdoa.gov/
- 13. **REASONS FOR CANCELLATION:** Failure to provide services in accordance with the Scope of Work or failure to meet the stated delivery commitment shall be cause for IMMEDIATE cancellation of the contract.
- 14. **ADDITIONAL TERMS AND CONDITIONS:** Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

### SPECIAL TERMS AND CONDITIONS REQUEST FOR QUOTATION # HQ854281

#### 1. PURPOSE

Pursuant to provisions of the Arizona Procurement Code, A.R.S. '41-2501 Et Seq., the State of Arizona, Department of Health Services ("ADHS") intends to establish a contract for the services listed herein.

### 2. TERM OF CONTRACT (1 YEAR)

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

### 3. CONTRACT EXTENSION, 48 MONTHS

The Department may, by mutual written Contract amendment, extend any resultant Contract in up to twelve (12) month increments for a maximum of four (4) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

### 4. CONTRACT TYPE

X Fixed Price

### 5. PRICE ADJUSTMENTS

Contractor prices accepted and subsequently awarded by a contract in response to this RFQ shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the contract has been in effect for one (1) year. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a contract amendment.

### 6. PAYMENTS

Invoices shall be paid by ADHS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADHS shall pay the undisputed part according to the payment terms described above.

### 7. INFORMATION DISCLOSURE

The Contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

### 8. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

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The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

### 9. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

### 10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, Use and Disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

### 11. INDEMNIFICATION

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### 12. INSURANCE REQUIREMENTS

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Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

•	General Aggregate	\$1	,000,000
•	Products – Completed Operations Aggregate	\$	500,000
•	Personal and Advertising Injury	\$	500,000
•	Fire Legal Liability	\$	25,000
•	Blanket Contractual Liability – Written and Oral	\$	500,000
•	Each Occurrence	\$	500,000

### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 500,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation	St	Statutory		
Employers' Liability				
Each Accident	\$	100,000		
Disease – Each Employee	\$	100,000		
Disease – Policy Limit	\$	100,000		

- Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS</u>: The policies are to contain, or be endorsed to contain, the following provisions:
  - a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - b. The Contractor's insurance coverage shall be primary insurance with respect to all other available

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sources.

- Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. <u>NOTICE OF CANCELLATION</u>: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Arizona Department of Health Services Office of Procurement, 1740 W. Adams, Phoenix, AZ 85007) and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS</u>: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Arizona Department of Health Services – Office of Procurement, 1740 W. Adams, Phoenix, AZ 85007). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. <u>APPROVAL</u>: Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

### SPECIFICATIONS REQUEST FOR QUOTATION # HQ854281

#### 1. BACKGROUND

The responsibility for designating tests and regulations to be used in detecting sickle cell anemia (including all variants) as early as possible is described in the Arizona Revised Statutes (ARS) §36-797.41 and ARS §36-797.42 (<a href="http://www.azleg.gov/ArizonaRevisedStatutes.asp?Title=36">http://www.azleg.gov/ArizonaRevisedStatutes.asp?Title=36</a>). Screening for sickle cell disease and other hemoglobinopathies to detect and treat sickle cell disease as early as possible can reduce or prevent life threatening complications. The Arizona Department of Health Services (ADHS) Sickle Cell Anemia Program provides statewide screening/testing of infants, children, and adults to detect sickle cell and other hemoglobin traits or diseases through a contract with a laboratory proficient in hemoglobin electrophoresis testing. Specimens are collected by established health care delivery systems throughout the state, including but not limited to primary care providers, Arizona Health Care Cost Containment System (AHCCCS) providers, county health departments, health units at correction facilities, public schools, and military bases (referring entities). The target population consists of individuals/families genetically susceptible by birth to a sickle and/or another hemoglobin variant. This includes, but is not limited to, individuals with ancestry from the malaria belt countries, e.g., African Americans, Hispanics, Italians, Greeks, East Asians, Middle Easterners, and Southeast Asians.

### 2. OBJECTIVE

To conduct laboratory screening and confirmatory testing on specimens of human origin that identify sickle cell and other hemoglobin traits and diseases; report results to ADHS.

### 3. SCOPE OF SERVICES

Laboratory screening and confirmatory testing of infants, children, and adults to detect sickle cell and other hemoglobin traits and diseases, including but not limited to:

- A. Employing the necessary licensed/certified personnel,
- B. Performing sickle cell screening and diagnostic services and reporting,
- C. Tracking of sickle cell laboratory results, and
- D. Engaging in quality assurance activities.

### 4. TASKS

The Contractor shall:

### A. EMPLOY LICENSED/CERTIFIED PERSONNEL:

- Ensure that any medical laboratory technicians and medical technologists responsible for performing diagnostic
  tests are certified by a recognized credentialing entity such as the American Society of Clinical Pathologists
  (ASCP), the National Credentialing Agency (NCA), or the American Medical Technologists (AMT).
- 2. Ensure that all Pathologists are Board Certified.

### B. PROVIDE SICKLE CELL SCREENING AND DIAGNOSTIC SERVICES:

- 1. Coordinate with the ADHS Sickle Cell Anemia Program and referring entities to conduct laboratory services.
- Assure that the referring entities and clients accurately complete the State of Arizona Department of Health Services

   Laboratory Specimen Submitting and Report Form SCI-210 (to be provided by ADHS to referring entities and Contractor).
- 3. Contact ADHS Sickle Cell Anemia Program to obtain an ADHS Lab Number for SCI 210 forms associated with each client prior to completing laboratory screening and diagnostic services.
- 4. Complete laboratory screening of capillary blood collected on cellulose acetate filter paper or whole blood

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- specimens, whichever is applicable, for the identification of the sickle cell disease or other hemoglobinopathies in individuals referred by ADHS Sickle Cell Program or other referring entities.
- 5. Conduct confirmatory testing when an abnormal hemoglobinopathy result is obtained on the original screening.
- 6. At the request of the referring entities, provide additional confirmation of hemoglobin F, A2 and mixed Homozygous Hemoglobin and quantization of hemoglobin present.
- 7. Within five (5) working days of completion of the client's hemoglobinopathy testing, submit completed laboratory Specimen Submitting and Report Form SCI-210 to ADHS.

### C. TRACK SICKLE CELL LABORATORY RESULTS:

- Complete a Monthly Hemoglobinopathy Screening Log (log) for each month of the contract term (form to be provided by ADHS).
- 2. Review log weekly for completeness. The individual reviewing the log shall enter the date reviewed and sign his/her name confirming that the log was reviewed for completeness.
- 3. Keep copies of all SCI-210 forms and logs on site for five (5) years, including those that document clients needing repeat testing and unsuccessful blood draws.
- 4. Prepare and submit a monthly invoice, billing for testing in accordance with the Contract Price Sheet.

#### D. PERFORM QUALITY ASSURANCE ACTIVITIES:

- 1. Maintain quality assurance as prescribed by the United States Food and Drug Administration (FDA) Clinical Laboratory Improvement Amendments (CLIA) <a href="http://www.fda.gov/cdrh/clia/">http://www.fda.gov/cdrh/clia/</a>.
- 2. Assure that the Laboratory Pathologist reviews and signs all abnormal results.
- 3. Provide appropriate personnel to meet regularly with the ADHS Sickle Cell Program for on-site visits and to answer questions in regard to Sickle Cell Laboratory Services.

#### 5. REQUIREMENTS

The Contractor shall be certified under the FDA Clinical Laboratory Improvement Amendments (CLIA).

### 6. STATE PROVIDED ITEMS

- A. State of Arizona Department of Health Services Laboratory Specimen Submitting and Report Form SCI-210
- B. Hemoglobinopathy Screening Log Form
- C. ADHS Lab Number for SCI-210 forms associated with each client

### 7. APPROVALS

The Monthly Invoice shall be submitted to the Sickle Cell Program Manager along with the Hemoglobinopathy Screening Log, for approval prior to the invoice being submitted to accounting for payment.

### 8. DELIVERABLES

The Contractor shall submit:

A. Laboratory Specimen Submitting and Report Form SCI-210, due within five (5) working days of test.

### **SPECIFICATIONS REQUEST FOR QUOTATION # HQ854281**

- B. Completed monthly Hemoglobinopathy Screening Log, due within thirty (30) days after the end of each month of the contract term.
- C. A Monthly Invoice, due within thirty (30) days after the end of each month of the contract term.

### NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS

A. Notices, correspondence, reports, and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services Office of Children with Special Health Care Needs

City, State, Zip:

	Sickle Cell Program Manager 150 North 18th Avenue, Suite 330 Phoenix, Arizona 85007
В.	Notices, Correspondence, and Reports from The Department to the Contractor shall be sent to:
	Contractor:
	Attention:
	Address:
	Address:
	City, State, Zip:
C.	Payments from ADHS to the Contractor shall be sent to:
	Contractor:
	Attention:
	Address:
	Address:

### **CERTIFICATE OF INSURANCE**

Request for Quote No.: HQ854281

**EXAMPLE** 

ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams Street

1740 West Adams Street Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

TERM OF THIS C	ONTRACT, AND SHALL NOT SERVE TO LIM	IT ANY LIABILITI	IES OR A	ANY OTHER CON	TRACTOR OBLIGATIONS			
NAME AND ADDR	COMPANY LETTER	(	COMPANIES AFFORDING COVERAGE					
		Α						
		В						
NAME AND ADDR	RESS OF INSURED							
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This i	s to certify that the policies of insurance listed	below have been	n issued	to the insured nam	ned above and are in force at this ti	me		
COMPANY	POLICY NUM	MBER POLICY		LIMITS OF LIABILITY				
LETTER	TYPE OF INSURANCE			EXPIRATION DATE	MINIMUM - EACH OCCURRENCE			
					General Aggregate	\$ 1,0	000,000	
	COMPREHENSIVE GENERAL LIABILITY FORM				Product-Completed Operations Aggregate	\$ 5	500,000	
	PREMISES OPERATIONS				Person and Advertising Injury	\$ 5	500,000	
	CONTRACTUAL				Blanket Contractual Liability – written and oral	\$ 5	500,000	
	INDEPENDENT CONTRACTORS							
	PRODUCTS/COMPLETED OPERATIONS HAZARD							
	X PERSONAL INJURY							
	BROAD FORM PROPERTY DAMAGE							
	EXPLOSION & COLLAPSE (IF APPLICABLE)							
	UNDERGROUND HAZARD (IF APPLICABLE)							
	COMPREHENSIVE AUTO  X LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)				Bodily Injury – each person Bodily injury – each accident Property Damage	\$ 5	500,000 500,000 500,000	
	UMBRELLA LIABILITY							
	WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY				Each accident Disease – each employee Disease – Policy Limit	\$ 1	00,000 00,000 00,000	
	OTHER							
State of Arizor additional insu or otherwise re the named insuavailable.	rchase order e available to	er materially changed to affect the coverage available to the State to without thirty (30) days written notice to the State. THIS						
NAME AND AI		DATE	DATE ISSUED					
			AUTHORIZED REPRESENTATIVE					